

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

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DANIEL CUMMINGS and DANIEL SANABRIA,

Plaintiffs,

-against-

THE CITY OF NEW YORK; COMMISSIONER
RAYMOND W. KELLY; LT. PATRICK DISKIN; SGT.
KNIGHT; P.O. PAUL L. PASQUARELLA, Shield
#5858; P.O. TALAT AWAD; and P.O. PHILBERT, the
individual defendants sued individually and in their
official capacities,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

09 Civ. 489 (BAC)

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WHEREAS, plaintiffs commenced this action by filing a complaint on or about
February 6, 2009, alleging that defendants violated their constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the
terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Daniel
Cummings the total sum of TWENTY THOUSAND DOLLARS (\$20,000.00) and to pay

plaintiff Daniel Sanabria the total sum of TWENTY THOUSAND DOLLARS (\$20,000.00) in full satisfaction of all their claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the City of New York and the individual defendants and to release all defendants, and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiffs arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

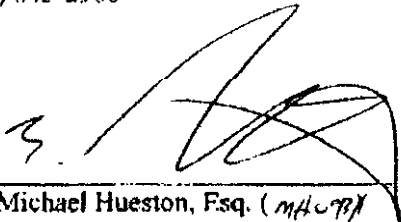
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 21, 2009

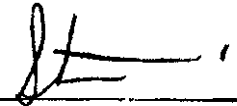
Michael Hueston, Esq.
Attorney for the Plaintiff
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(212) 643-2900

By:


Michael Hueston, Esq. (MHC 771)

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
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New York, N.Y. 10007
(212) 788-0899

By:


Stuart E. Jacobs (SJ 8379)

SO ORDERED: 8/26/09

s/BMC

U.S.D.J.
